

The 25th October, 1994.

No. 14/13/87-6Lab./760.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court-I, Faridabad in respect of the dispute between the workman and the management of The Chief Administrator, Faridabad Complex Administration, Faridabad *versus* Gopal Singh Rawat :—

BEFORE THE COURT OF SHRI N. L. PRUTHI, PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, FARIDABAD

Reference No. 248/90

between

THE WORKMAN NAMELY SHRI GOPAL SINGH RAWAT, S/O
SHRI SADAR SINGH, B-743, SHRI GAJENDERPAL, EX-
MUNICIPAL COMMISSIONER, BHAGAT SINGH COLONY,
SECTOR-2, FARIDABAD

.. *Claimant*

versus

THE MANAGEMENT OF THE CHIEF ADMINISTRATOR,
FARIDABAD COMPLEX ADMINISTRATION, FARIDABAD

.. *Management*

Present :—

Shri B. S. Yadav, AR, for the respondent workman *ex parte*.

AWARD

Under the provisions of section 10 (1)(c) of the Industrial Disputes Act, 1947, the Government of Haryana have, *vide* Endorsement No. OV/FD/101-90/36701-706, dated 14th September, 1990 referred the following dispute, between the parties above mentioned for adjudication:—

1. Whether the termination of services of Sh. Gopal Singh, is legal and justified. If not, to what relief, is he entitled ?

2. The case of the workman is that he had been working as a 'Beldar' in Faridabad Complex since 2nd January, 1989 and was in receipt of monthly wages of Rs. 533. The management terminated his services on 30th December, 1989 in quite an illegal and unjustified manner and without complying with the provisions of section 25-F of the Industrial Disputes Act. The workman has claimed reinstatement with full back wages and continuity in service.

3. The case of the management is that the workman was given employment as a contractual employee purely on casual basis with effect from 1st February, 1989 as a Beldar and had worked only for 27 days i.e. upto 27th February, 1989. Therefore, according to the management the case of the workman is misconceived, incorrect, and he is not entitled to any relief as his termination was justified.

4. In the rejoinder, plea taken in the claim statement have been reiterated while those in written statement controverted.

5. On the pleadings of the parties, following issue was framed on 23rd July, 1991.

1. As per reference.

6. The management has examined only one witness namely S. S. Singal as MW-1. When turn of the workman had come for evidence, he had chosen to withdraw himself from the proceeding and was proceeded *ex parte* on 16th September, 1994.

7. I have heard Authorised Representative for the management and perused facts on record. My findings on the aforesaid issue are as under :—

Issue No. 1 :—

8. In his examination as MW-1, S.S. Singal, J.E. stated that the workman Gopal Singh used to serve under him and that the name of the workman appears only in Ex. M-1 which is muster roll for the month of February, 1989. The witness had brought the record for the period from January, 1989 to December, 1989 and on the basis of the same, it was stated by him that except in the month of

February, the name of the workman did not figure in any of the rest of the months falling between January, 1989 to December, 1989. He had also placed on record Ex. M-2 copy of muster roll for the month of March, 1989. So, according to him, the total service put in by this workman was for 27 days only. No evidence to rebut the same has been led by the workman. Therefore, plea taken in the written statement filed by the management stand proved from the testimony of S. S. Singal examined as MW-1. As such, when the workman is proved to have put in service for 27 days only and that too as casual labourer on work charge basis, the management was justified in terminating his services. So holding that the services of the workman Gopal Singh were terminated in a legal and justified manner, he is not entitled to any relief. An award is passed accordingly.

N. L. PRUTHI,

The 30th September, 1994.

Presiding Officer,
Industrial Tribunal-cum-Labour Court-I,
Faridabad.

Endorsement No. 3567, dated the 30th September, 1994.

A copy with three spare copies is forwarded to the Commissioner and Secretary to Government of Haryana, Labour Department Chandigarh.

N. L. PRUTHI,

Presiding Officer,
Industrial Tribunal-cum-Labour Court-I,
Faridabad.

No. 14/13/87-6Lab./768.—In pursuance of the provisions of section 19 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court-I, Faridabad in respect of the dispute between the workman and the management of M/s. R. K. Verma, Contractor C/o Punjab Rolling Mills, Faridabad Vs. Adhik Lal :—

IN COURT OF SHRI N. L. PRUTHI, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, FARIDABAD

Reference No. 112 of 91

IN THE MATTER OF INDUSTRIAL DISPUTE

between

SHRI ADHIK LAL C/O A.I.T.U.C., MKT. NO. 1, NIT, FARIDABAD

... *Claimant*

and

M/S R. K. VERMA CONTRACTOR C/O PUNJAB ROLLING MILLS,
PLOT NO. 150, SECTOR 24, FARIDABAD

... *Management*

Present :

Shri. R. C. Sharma, AR for the management.

Workman *ex parte*.

AWARD

Under the provisions of section 10 (1)(c) of the Industrial Disputes Act, 1947 the Government of Haryana have,—*vide* Endst. No. ID/FD/20460-68, dated 11th June, 1993, referred the following dispute between the parties above mentioned for adjudication:—

3. Whether the termination of services of Shri Adhik Lal is legal & justified ? If not, to what relief he is entitled to ?

2. The case of the workman is that he had been working as permanent workman (Munshi) with the Respondent for the last 11 years at Rs. 1,400 p. m. He had met with an accident on 8th October, 1992. After having become medically fit, he had come to his work on 13th October, 1992 but was refused entry without making payment and retrenchment compensation. He had thereafter made a complaint to the Labour Inspector on 14th December, 1992 but to no effect. Hence, the demand notice. He has claimed his reinstatement with continuity of service and full back wages.

3. Management's stand in the matter is that the workman had joined services on 7th July, 1992 on probation and that since his work was not satisfactory, he was removed from service. His last drawn wages were Rs. 1,025 p. m. Further case of the Management is that when the workman had rendered service for less than six months, he is not entitled to any notice pay or reinstatement compensation.

4. In the rejoinder, the facts stated in claim statement were reiterated while those in written statement controverted.

5. On 18th July, 1994 the workman or his representative had failed to turn up. The workman was, therefore, proceeded *ex parte* and the management was called upon to lead *ex parte* evidence.

6. In his examination as MW-1, R. K. Verma stated that the workman was appointed on 7th July, 1992,—*vide* letter Ex. M-1. In this letter it is clearly mentioned that the workman would be on probation for a period of six months and his rank would be that of a labourer and monthly wages Rs. 1,035. In token of acceptance of the terms of appointment, the workman had put his signatures and thumb impression on this document. The witness also stated that he had taken labour contract of Punjab Industries and that the workman had remained in employment only upto 9th December, 1992. The witness supported his contention from entries in wage-cum-attendance register which he had brought in the court.

7. Since the workman has chosen not to pursue his case, the pleas taken in the written statement stand proved from the testimony of R. K. Verma examined as MW-1. Therefore, it is held that the service of the workman were terminated in terms of contract. The action of the Management is, therefore, legal and justified and the workman is not entitled to any relief. An award is passed accordingly.

N. L. PRUTHI,

Presiding Officer,
Industrial Tribunal-cum-Labour Court-I,
Faridabad.

Endorsement No. 3531, dated the 26th September, 1994.

A copy, with three spare copies, is forwarded, to the Commissioner and Secretary to Government, Haryana, Labour Department, Chandigarh.

N. L. PRUTHI,

Presiding Officer,
Industrial Tribunal-cum-Labour Court-I,
Faridabad.

The 28th October, 1994

No. 14/13/87-6 Lab./773.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Ambala in respect of the dispute between the workman and the management of M/s Swastika Roller and Flour Mills, Yamuna Nagar *versus* Ram Dhan ;—

IN THE COURT OF SHRI S. R. BANSAL, (ADDL. DISTT. AND SESSIONS JUDGE),
PRESIDING OFFICER, LABOUR COURT, AMBALA.

Reference No. 188 of 1990

Misc. Appl. No. 2/94

WORKMAN SHRI RAM DHAN, THROUGH SHRI BALBIR SINGH, 126,
LABOUR COLONY, YAMUNA NAGAR

and

THE MANAGEMENT (1) SWASTIKA ROLLER AND FLOUR MILLS, YAMUNA NAGAR,
(2) SHIV SHANKER TRADING CO. PVT. LTD., THROUGH SWASTIKA ROLLER AND
FLOUR MILL, YAMUNA NAGAR

Present :

Workman in person.

MR. Shri Harish Kumar, Partner.

AWARD

This case was called upon to adjudicate the following reference to this court :—

Whether the termination of the services of Shri Ram Dhan is valid and justified ? If not so, to what relief is he entitled ?

On notice being sent the management did not appear and as such the *ex parte* proceedings had to be taken against the management. After recording the *ex parte* evidence this court,—vide its award dated 16th June, 1993 ordered the reinstatement of service with continuity and back wages. Later on the management filed an application for setting aside of the *ex parte* award.

The workman resisted the application resulting the framing of the following issues regarding the disposal of the application :—

1. Whether there are sufficient ground for setting aside the award dated 16th June, 1993 ?
2. Whether the application is within time ?

Today when the case was fixed for the evidence of the parties. The workman made a statement that he has no abjection for setting aside the *ex parte* award dated 16th June, 1993. Accordingly *ex parte* award dated 16th June, 1993 is set aside and is restored to its original position and number.

At this stage the parties made an application that their statements be recorded. I have recorded the statements of the parties. The workman in his statement made has stated that he has received a sum of Rs 9,000 as full and final settlement of his claim and has given up his right of reinstatement with continuity of service. He has affirmed the terms of compromise Ex.C-I and has admitted his signatures thereon.

I have also recorded the statement of Shri Harish Kumar, partner of the management-firm who also admitted the correctness of compromise deed.

In view of the statements made by the parties affirming the correctness of the compromise deed Ex. C-I this reference shall stand answered against the workman as he already received a sum of Rs. 9,000 in full and final settlement of his claim. Parties shall be bound by compromise deed and their statements which shall form part of this award.

S. R. BANSAL,

The 30th June, 1994.

Additional District and Sessions Judge,
Presiding Officer, Labour Court,
Ambala.

Endst. No. 1638, dated the 6th October, 1994.

Forwarded (four copies) to the Financial Commissioner and Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

S. R. BANSAL,

Additional District and Sessions Judge,
Presiding Officer, Labour Court,
Ambala.